

Remarks:

In the Office Action, claims 1-9 and 11-15 were subject to a restriction requirement. Claims 1-6 were rejected under 35 U.S.C. § 103(a), as allegedly unpatentable over Pool et al., U.S. Patent No. 6,460,020 B1. Claims 7-9 were rejected under 35 U.S.C. § 103(a), as allegedly unpatentable over Pool et al. in view of Dutta et al., U.S. Patent Publication No. 2003/0061058 A1.

The above-described rejections are addressed as follows:

I) RESTRICTION REQUIREMENT

Applicants cancel claims 10-15, with the intention of pursuing the invention of these claims in a divisional application.

II) CLAIMS 1-9

A. The Cited Reference Fails to Teach or Suggest All the Claim Limitations Recited in Independent Claim 1

Applicants appreciate the Examiner's additional comments that clarify how the Examiner is construing claim 1. These comments allow Applicants to amend and comment upon claim 1, and thereby clarify the meaning of "customs invoice information." Applicants note that claim 1 has also been amended to better claim the scope of the invention, which is discussed below.

Independent claim 1 now clarifies the meaning of "customs invoice information" to be information that is "additional to information on documents typically in transit with purchased goods." Applicants note that issues with customs regulations arise with each international border crossed by the goods (see, page 1, lines 16-19). Under the present invention, customs invoice information (i.e., information over and above the information typically received with shipped documents) is generated and transmitted to a brokering agent (e.g., the customs broker) for a given country. Using this customs invoice

information, rather than their own discretion, the brokering agent should be able to file customs invoices reciting consistent customs invoice information. This meaning of the phrase "customs invoice information" comports with its use throughout the specification. See, page 36, line 19 to page 37, line 14.

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The customs invoice information might be generated using information provided in the commercial documents. It also might be generated using information regarding past transactions, and/or using information on the taxable basis of the goods (e.g., such as when an assist has occurred). In some cases, there might be similarity between some types of commercial document information and similar types of customs invoice information. Nevertheless, a single set of commercial documents might produce different customs invoice information for different countries, such as due to differences in regulations, or differences in rulings on the particular products or parties involved.

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Thus, the shipping documents, do not comprise a customs invoice. For a single shipment of goods passing through multiple countries, the customs invoice information can vary from country to country. Likewise, for identical shipments of identical goods in to a single country, the customs invoice information can vary from party to party (e.g., buyer to buyer), but should generally be consistent for all identical shipments from a given seller to a given buyer unless the country's laws or rulings on the goods or parties have changed.

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For example, legal compliance in a given country can often require the consistent description and classification of goods when a buyer imports the same goods on different occasions. The documents shipped with purchased goods typically identify the goods by names that the seller prefers to use for the goods. Under prior procedures, brokering agents review these documents, and then select a customs description and classification based on their own opinions and experiences as to what descriptions and classifications are appropriate. For any given shipment, the resulting customs description could be similar to, or very different from, the sellers preferred name of the goods.

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Under this example, different sellers might use different names for the same goods, causing unacceptable variations in the customs description and classification. Furthermore, for a given set of commercial document information, the resulting customs

description and classification can vary not only from one customs brokerage to another, but also from individual broker to individual broker within a customs brokerage, and even from shipment to shipment for a given broker. As a result, due to differences such as using different sellers or different brokering agents, a buyer might end up having filed
5 different customs descriptions and classifications on various shipments of the same type of goods. Furthermore, because brokering agents might not be informed about a particular country's prior ruling pertaining to the buyer, incorrect customs descriptions or classifications might be used in filing the customs invoice.

10 In an embodiment described in the application, the service engine that generates customs invoice information provides classification information, such as from a Regulatory Classification System, description information, assist information, duty information, preferred practice information, packaging information, health and safety information, environmental information, and/or other customs information specific to the
15 buyer, the seller, and/or the goods, as required by the particular customs authorities. *See*, page 18, lines 15 to 21; pg. 36, line 18 to page 37, line 26; and page 40, line 28 to page 41, line 2.

20 Pool. fails to disclose the action of transmitting 'customs invoice information,' as recited in the claims and used in the specification, to a brokering party.

B. The Office Action Fails to Establish a *Prima Facie* Case of Obviousness

25 For the reasons recited above, the cited art fails to teach or suggest the features explicitly recited in independent claim 1, and incorporated into dependent claims 2-9. Therefore, the Office Action fails to establish a *prima facie* case of obviousness with respect to claims 1-9. Accordingly, the rejections of claims 1-9 under 37 U.S.C. § 103(a) are improper, and Applicants respectfully request they be withdrawn.

30 C. Amendments Not Related to Patentability

Claim 1 was further amended to remove extraneous features and better claim the invention. For example, the term 'customs broker' was changed to 'brokering party.' These amendments do not pertain to new matter (see, e.g., page 15, lines 4-11). These
35 amendments are not related to patentability.

III) NEW CLAIMS

New claims 16-34 contain no new matter, and recite novel and nonobvious features
of the invention. Applicants respectfully request claims 16-34 be allowed.

IV) CONCLUSION

In light of Applicants' amendments and arguments, Applicants believe that the
claims are now in condition for allowance. In view of the foregoing, Applicants
respectfully request a timely Notice of Allowance be issued in this case.

Respectfully submitted,

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